

**Andrew R. Bronsnick (AB 0480)**  
**MASSOOD & BRONSNICK, LLC.**  
**50 Packanack Lake Road East**  
**Wayne, New Jersey 07470-6663**  
**Tel: (973) 696-1900**  
**Fax: (973) 696-4211**  
**Attorneys for: Plaintiff**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

EXCELL BRANDS, LLC.  
Plaintiff(s),

v.

21<sup>ST</sup> CENTURY PERFUMES, AND VIC  
THAKUR,  
Defendant(s),

CIVIL ACTION NO:

**CIVIL ACTION**

**COMPLAINT AND JURY DEMAND**

Plaintiff, Excell Brands, LLC (hereinafter "Plaintiff") doing business in South Plainfield, New Jersey, County of Middlesex, by way of Complaint against the DEFENDANTS, 21<sup>ST</sup> CENTURY PERFUMES and VIC THAKUR (hereinafter collectively "Defendants") with a business address at 757 S. Los Angeles Street, Suite 401N, Los Angeles, CA 90014 alleges as follows:

**VENUE AND JURISDICTION**

1. Plaintiff is a limited liability company duly organized and existing under the laws of the State of New Jersey, authorized to do business in the State of New Jersey and has its principal place of business at 295 Durham Avenue, Suite C, South

Plainfield, New Jersey 07080.

2. Upon information and belief, Defendant 21<sup>st</sup> Century Perfumes is and at all times relevant to this Complaint has been a business operating at 757 S. Los Angeles Street, Suite 400, Los Angeles, California 90014.
3. Vic Thakur (hereinafter referred to as “Thakur”) is and at all times relevant to this Complaint has been the owner, operator and Chief Executive Officer of 21<sup>st</sup> Century Perfumes operating at 757 S. Los Angeles Street, Suite 400, Los Angeles, California 90014.
4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and all the Defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.
5. This Court has personal jurisdiction over Defendants by virtue of, among other things, Defendants distribution of various products in New Jersey and the specific business relationship between the parties in this matter.
6. Venue is proper in this District pursuant to the location of Plaintiff and engaging in business activity in New Jersey.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

7. On or about January 12, 2012, Defendants ordered various consumer fragrance products from Plaintiff as a wholesaler/distributor. The total Invoice called for product with a total balance due of \$28,224.00. The product was delivered to Defendants, but payment was never made.
8. On or about February 1, 2012, Defendants ordered various consumer fragrance

products from Plaintiff as a wholesaler/distributor. The total Invoice called for product with a total balance due of \$23,335.20. The product was delivered to Defendants, but payment was never made.

9. On or about February 22, 2012, Defendants ordered various consumer fragrance products from Plaintiff as a wholesaler/distributor. The total Invoice called for product with a total balance due of \$48,060.00. The product was delivered to Defendants, but payment was never made.
10. The total amount of the indebtedness currently owed to Plaintiff is the outstanding principle balance of \$99,619.20, together with accrued interest in the amount of 6% per annum, totaling \$2,490.48 for a total sum due of \$102,109.68.
11. Despite Plaintiff's repeated requests for Defendants to remit payment, they have failed and refused to make any such payments.

**FIRST COUNT  
(BREACH OF CONTRACT)**

12. All prior allegations are repeated and re-alleged by the Plaintiff as if set forth at length herein.
13. The Defendants are indebted to the Plaintiff in a certain contract for goods sold and delivered to the Defendants and upon said Defendants' promise to pay the agreed price which is made a part hereof.
14. There is due and owing from the Defendants to the Plaintiff the sum of \$99,619.20, plus interest which amount the Defendants agreed to pay.

WHEREFORE, Plaintiff demands payment in full for the outstanding balance of \$102,109.68 plus interest, attorney's fees and any penalty the Court deems appropriate.

**SECOND COUNT  
(BOOK ACCOUNT)**

15. All prior allegations are repeated and re-alleged by the PLAINTIFF as if set forth at length herein.
16. Defendants are indebted to the Plaintiff in the sum of \$99,619.20, plus interest on a certain book account.
17. There is due and owing from the Defendants to the Plaintiff in the sum of \$99,619.20, which amount Defendants agreed to pay.
18. Notwithstanding Plaintiff demands the Defendants have failed and refused and neglected to pay same.

WHEREFORE, Plaintiff demands payment in full for the outstanding balance of \$102,109.68 plus interest, attorney's fees and any penalty the Court deems appropriate.

**THIRD COUNT  
(UNJUST ENRICHMENT)**

19. All prior allegations are repeated and re-alleged by the Plaintiff as if set forth at length herein.
20. The Plaintiff sues the Defendants for the reasonable value of the goods sold and delivered and/or services rendered by the Plaintiff to the Defendants on said promise and agreement to pay a reasonable price for the same.
21. There is due and owing from the Defendants to the Plaintiff the sum of \$99,619.20, plus interest which amount the Defendants agreed to pay.  
  
Defendants have been unjustly enriched in said amount.
22. Notwithstanding Plaintiff demands, the Defendants have failed, refused and neglected to pay same.

WHEREFORE, Plaintiff demands payment in full for the outstanding balance of \$102,109.68 plus interest, attorney's fees and any penalty the Court deems appropriate.

**FOURTH COUNT  
(FRAUD)**

23. All prior allegations are repeated and re-alleged by the Plaintiff as if set forth at length herein.
24. Defendant, Vic Thakur falsely represented to Plaintiff that his company would purchase a certain amount of merchandise from Plaintiff, that his company would confine the sales of the merchandise purchased from Plaintiff to California and that his company had the ability to pay for the merchandise ordered and delivered by Plaintiff.
25. Defendant, Vic Thakur made these false representations knowingly and willingly to Plaintiff with the intent that Plaintiff would rely upon such representation and prompt Plaintiff to delivery merchandise to Defendant Thakur for his use and benefit despite the fact that he did not have any intention of paying for the subject merchandise.
26. Plaintiff relied upon such representation, only later to learn that Defendant Thakur had no intention of complying the terms agreed upon by the parties or making payment to Plaintiff.
27. Defendant Thakur made these misrepresentations aware that Plaintiff would rely upon them.
28. Plaintiff relied upon Defendant Thakur's representation for the purpose of

ordering and receiving the subject merchandise.

29. Defendant Thakur's conduct and misrepresentations constitute fraud.

**WHEREFORE**, Plaintiff demands payment in full for the outstanding balance of \$102,109.68 plus interest, punitive damages, attorney's fees and any penalty the Court deems appropriate.

#### **FIFTH COUNT**

30. All prior allegations are repeated and re-alleged by the Plaintiff as if set forth at length herein.

31. Defendant, Thakur did knowingly and intentionally withhold payments due herein with the intent to avoid liability for payment and/or to defraud Plaintiff.

32. Defendant, Thakur did knowingly and intentionally retain the goods and merchandise of Plaintiff with the intent to obtain the goods and merchandise without payment.

**WHEREFORE**, Plaintiff demands payment in full for the outstanding balance of \$102,109.68 plus interest, punitive damages, attorney's fees and any penalty the Court deems appropriate.

#### **DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff hereby demands a trial by jury on all issues herein so triable.

**DESIGNATION OF TRIAL COUNSEL**

The undersigned hereby designates Andrew R. Bronsnick, Esq. as trial counsel for the within matter.

**MASSOOD & BRONSnick, LLC**  
**Attorneys for Plaintiff**

/s/ Andrew R. Bronsnick  
**ANDREW R. BRONSnick (AB 0480)**  
**Attorneys for Plaintiff**

Dated: July 21, 2012

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